GoBright

License Subscription Agreement (LSA)

Version: **1.4**
Date: **July 1st, 2025**

Please read this agreement carefully. By using the System in any way Customer agrees to these terms and conditions.

GoBright provides the GoBright platform in which it offers room-, desk- & visitormanagement, and digital signage. It is our aim to make life at the office smarter, easier and more efficient. Our platform provides ways for employers and employees to manage their room & desk bookings, their visitor registrations and communication with digital signage. This License Subscription Agreement regulates the legal framework regarding the standard use of GoBright's services.

This License Subscription Agreement constitutes an agreement (this "Agreement") by and between GoBright B.V., a Dutch corporation, whose principal place of business is Alblasserdam, The Netherlands ("Vendor") and the corporation, partnership, sole proprietorship, or other business entity executing this Agreement ("Customer"). This Agreement is effective as of the date Customer uses the System for the first time (the "Effective Date"). Customer's use of and Vendor's provision of Vendor's System (as defined below in Section 1.8) are governed by this Agreement.

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms, and that the person that accepts it on its behalf has been authorized to do so. The person executing this Agreement on Customer's behalf represents that he or she has the authority to bind customer to these terms and conditions.

1. DEFINITIONS. The following capitalized terms will have the following meanings whenever used in this Agreement.

1.1. "AUP" means Vendor's acceptable use policy, as set out in Appendix 1.

1.2. "Customer Data" means data in electronic form input or collected through the System by or from Customer, including without limitation by Customer's Users.

1.3. "Documentation" means Vendor's standard manual related to use of the System, as published on the online Help Center, published at https://support.gobright.com, as well as separately delivered documentation like implementation documentation and project documentation.

1.4. "Order" means an order for access to the System, executed as purchasing licenses from the Reseller.

1.5. "Reseller" means the company that resells GoBright products, and sells these to the Customer.

1.6. "Distributor" means the company that makes GoBright products available to Resellers in a particular geography/market.

1.7. "DPA" means Vendor's Data Processing Agreement, currently posted at https://gobright.com/privacy-terms-conditions/.

1.8. "System" means Vendor's GoBright SaaS platform.

1.9. "Term" is defined in Section 11.1 below.

1.10. "User" means any individual who uses the System on Customer's behalf or through Customer's account or passwords, whether authorized or not.

2. THE SYSTEM.

2.1. Use of the System. During the Term, Customer may access and use the System pursuant to the terms of any outstanding Order, including such features and functions as the Order requires.

2.2. Documentation: Customer may reproduce and use the Documentation solely as necessary to support Users' use of the System.

2.3. System Revisions. Vendor may revise (including but not limited to: change, update, upgrade) System features and functions or the SLA at any time. If Customer believes that such revision to the System materially reduces features or functionality provided pursuant to an Order, Customer may within 30 days of notice of the revision give Vendor written notice thereof, in which case Vendor will either remedy the problem as soon as reasonably possible or terminate the Agreement and give Customer a refund of any prepaid fees for the remainder of the then-current Term. The foregoing constitutes Vendor's sole obligation, and Customer's sole remedy, for any revision made.

3. SERVICE LEVEL AGREEMENT

3.1. Vendor shall exercise reasonable efforts to achieve 99,0% uptime ("Performance") with a minimum of 95,0% (the "Minimum Target"). The uptime will be calculated on a monthly basis, and will be a reflection of the availability of the System over the total number of hours for the month minus scheduled maintenance windows.

4. PAYMENT.

4.1. Subscription Fees. Customer shall pay Reseller the applicable fees set forth in the applicable commercial agreement, e.g. the Order, between the Customer and Reseller (the "Subscription Fee") for each Term, in which the Reseller will purchase the licenses from Distributor/Vendor. Vendor will not be required to refund the Subscription Fee under any circumstances, notwithstanding the provisions of Article 2.3.

4.2. Taxes. Amounts due under this Agreement are payable to Reseller without deduction and are net of any tax, tariff, duty, or assessment imposed by any government authority (national, state, provincial, or local), including without limitation any sales, use, excise, ad valorem, property, withholding, or value added tax withheld at the source. If applicable law requires withholding or deduction of such taxes or duties, Customer shall separately pay Reseller the withheld or deducted amount. However, the prior two sentences do not apply to taxes based on Reseller's net income.

5. CUSTOMER DATA & PRIVACY.

5.1. Use of Customer Data. Customer is responsible for the (personal) Data that is processed in the System, the Vendor support the processing as a Data Processor. Unless it receives Customer's prior written consent, Vendor: (a) shall not access, process, or otherwise use Customer Data other than as necessary to facilitate the System; and (b) shall not intentionally grant any third party access to Customer Data, including without limitation Vendor's other Customers, except subcontractors that are subject to a reasonable nondisclosure agreement. Notwithstanding the foregoing, Vendor may

disclose Customer Data as required by applicable law or by proper legal or governmental authority. Vendor shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense. As between the parties, Customer retains ownership of Customer Data.

5.2. <u>DPA</u>. The DPA applies only to the System and does not apply to any third party website or service linked to the System or recommended or referred to through the System or by Vendor's staff.

5.3. <u>Risk of Exposure</u>. Customer recognizes and agrees that processing data involves risks and that, in accessing and using the System, Customer assumes such risks. Vendor undertakes to make every effort to minimize the risk of exposure and Vendor undertakes to deliver a quality of data security in accordance with the level described in ISO27001.

5.4. <u>Data Accuracy</u>. Vendor will have no responsibility or liability for the accuracy of data uploaded to the System by Customer, including without limitation Customer Data and any other data uploaded by Users.

5.5. <u>Data Deletion</u>. Vendor may permanently erase Customer Data if Customer's account is delinquent, suspended, or terminated for 30 days or more.

5.6. <u>Excluded Data</u>. Customer represents and warrants that Customer Data does not and will not include, and Customer has not and shall not upload or transmit to Vendor's computers or other media, any data ("<u>Excluded Data</u>") regulated pursuant to Article 9 and 10 of the EU General Data Protection Regulation (regardless whether or not this Regulation is applicable between Parties); being "special categories of personal information" (e.g. medical information) and information regarding criminal offense. Also other data or statements which are legally prohibited or for which the System is evidently not intended for count as "Excluded Data". Customer recognizes and agrees that: (a) Vendor has no liability for any failure to protect Excluded Data; and (b) Vendor's systems are not intended for management or protection of Excluded Data and may not provide adequate or legally required security for Excluded Data.

6. CUSTOMER'S RESPONSIBILITIES & RESTRICTIONS.

6.1. <u>Acceptable Use</u>. Customer shall comply with the AUP. Customer shall not: (a) use the System for service bureau or time-sharing purposes or in any other way allow third parties to exploit the System; (b) provide System passwords or other log-in information to any third party; (c) share non-public System features or content with any third party; (d) access the System in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics of the System, or to copy any ideas, features, functions or graphics of the System; or (e) engage in web scraping or data scraping on or related to the System, including without limitation collection of information through any software that simulates human activity or any bot or web crawler. In the event that it suspects any breach of the requirements of this Section 6.1, including without limitation by Users, Vendor may suspend Customer's access to the System without advanced notice, in addition to such other remedies as Vendor may have. Neither this Agreement nor the AUP requires that Vendor takes any action against Customer or any User or other third party for violating the AUP, this Section 6.1, or this Agreement, but Vendor is free to take any such action it sees fit.

6.2. <u>Unauthorized Access</u>. Customer shall take reasonable steps to prevent unauthorized access to the System, including without limitation by protecting its passwords and other log-in information.

Customer shall notify Vendor promptly after becoming aware of any known or suspected unauthorized use of the System or breach of its security and shall use best efforts to stop said breach.

6.3. <u>Compliance with Laws</u>. In its use of the System, Customer shall comply with all applicable laws, including without limitation laws governing the protection of personally identifiable information and other laws applicable to the protection of Customer Data.

6.4. <u>Users & System Access</u>. Customer is responsible and liable for: (a) Users' use of the System, including without limitation unauthorized User conduct and any User conduct that would violate the AUP or the requirements of this Agreement applicable to Customer; and (b) any use of the System through Customer's account, whether authorized or unauthorized.

7. IP & FEEDBACK.

7.1. <u>IP Rights to the System</u>. Vendor retains all right, title, and interest in and to the System, including without limitation all software used to provide the System and all graphics, user interfaces, logos, and trademarks reproduced through the System. This Agreement does not grant Customer any intellectual property license or rights in or to the System or any of its components. Customer recognizes that the System and its components are protected by copyright and other laws.

7.2. <u>Feedback</u>. Any Feedback (as defined below) Customer or Users provide to Vendor, and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict Vendor's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting Customer or the User in question. ("<u>Feedback</u>" refers to any suggestion or idea for improving or otherwise modifying any of Vendor's products or services.)

8. REPRESENTATIONS & WARRANTIES.

8.1. <u>From Vendor</u>. Vendor represents and warrants that it is the owner of the System and of each and every component thereof, or the recipient of a valid license thereto, and that it has and will maintain the full power and authority to grant the rights to use the System set forth in this Agreement without the further consent of any third party. Vendor's representations and warranties in the preceding sentence do not apply to use of the System in combination with hardware or software not provided by Vendor. In the event of a breach of the warranty in this Section 8.1, Vendor, at its own expense, shall promptly take the following actions: (a) secure for Customer the right to continue using the System; (b) replace or modify the System to make it noninfringing; or (c) terminate the infringing features of the Service and refund to Customer any prepaid fees for such features, in proportion to the portion of the Term left after such termination. In conjunction with Customer's right to terminate for breach where applicable, the preceding sentence states Vendor's sole obligation and liability, and Customer's sole remedy, for breach of the warranty in this Section 8.1 and for potential or actual intellectual property infringement by the System.

8.2. <u>From Customer</u>. Customer represents and warrants that: (a) it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement; (b) it has accurately identified itself and it has not provided any inaccurate information about itself to or through the System; and (c) it is a corporation, the sole proprietorship of an individual 18 years or older, or another entity authorized to do business pursuant to applicable law.

8.3. <u>Warranty Disclaimers</u>. Except to the extent set forth in the SLA and in Section 8.1 above, Customer accepts the System "as is" and as available, with no representation or warranty of any kind, express or implied, including without limitation implied warranties or merchantability, fitness for a particular purpose, or non-infringement of intellectual property rights, or any implied warranty arising from statute, course of dealing, course of performance, or usage of trade. Without limiting the generality of the foregoing: (a) Vendor has no obligation to indemnify or defend Customer or Users against claims related to infringement of intellectual property; (b) Vendor does not represent or warrant that the System will perform without interruption or error; and (c) Vendor does not represent or warrant that the System is secure from hacking or other unauthorized intrusion or that Customer Data will remain private or secure (vide Section 5.3 above).

9. INDEMNIFICATION.

9.1. <u>Indemnification of Vendor</u>. Customer shall defend, indemnify, and hold harmless Vendor and the Vendor Associates (as defined below), against any "<u>Indemnified Claim</u>," meaning any third party claim, suit, or proceeding arising out of or related to Customer's alleged or actual use of, misuse of, or failure to use the System, including without limitation: (a) claims by Users or by Customer's employees, as well as by Customer's any other possible use; (b) claims related to infringement or violation of a copyright, trademark, trade secret, or privacy or confidentiality right by written material, images, logos or other content uploaded to the System through Customer's account, including without limitation by Customer Data; and (c) claims that use of the System through Customer's account harasses, defames, or defrauds a third party or violates any other law or restriction on electronic advertising. Customer's obligations set forth in this Article 9.1 include retention and payment of attorneys and payment of court costs, as well as settlement at Customer's expense and payment of judgments. Vendor will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it admit wrongdoing or liability or subjects it to any ongoing affirmative obligations. (The "<u>Vendor Associates</u>" are Vendor's officers, directors, shareholders, parents, subsidiaries, agents, successors and assigns).

9.2. <u>Indemnification of Customer</u>. Vendor shall defend, indemnify, and hold harmless Customer and the Customer Associates (as defined below), against any "<u>Indemnified Claim</u>," meaning any third party claim, suit, or proceeding arising out of or related to Vendor's alleged or actual use of, misuse of, or failure to use the System, including without limitation: (a) claims related to infringement or violation of a copyright, trademark, trade secret, or privacy or confidentiality right by written material, images, logos or other content uploaded to the System through Vendor's account, and (b) claims that use of the System through Vendor's account harasses, defames, or defrauds a third party or violates any other law or restriction on electronic advertising. Customer will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it admit wrongdoing or liability or subjects it to any ongoing affirmative obligations. (The "<u>Customer Associates</u>" are Customer's officers, directors, shareholders, parents, subsidiaries, agents, successors and assigns).

10. LIMITATION OF LIABILITY.

10.1. <u>Cap</u>. Vendor's cumulative liability arising out of or relating to this Agreement shall not exceed an amount equal to the highest aggregate amount of subscription fees paid by Customer to Vendor via Reseller hereunder during any 12 month period during the Term. Vendor's cumulative liability towards all claimants jointly arising out of or relating to this Agreement for one event causing damage shall furthermore not exceed the amount of the payment made by Vendor's insurance.

10.2. <u>Excluded Damages</u>. In no event will Vendor be liable for lost profits or loss of business or for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.

10.3. <u>Clarifications & Disclaimers</u>. The liability limited by this Article 10 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Vendor is advised in advance of the possibility of the damages in question and even if such damages were foreseeable. The liability limitations in Article 10 does not apply in case of willful intent or gross negligence on the part of Vendor. If applicable law limits the application of the provisions of this Article 10, Vendor's liability will be limited to the maximum extent permissible. For the avoidance of doubt, Vendor's liability limits and other rights set forth in this Article 10 apply likewise to Vendor's affiliates, licensors, suppliers, advertisers, agents, sponsors, directors, officers, employees, consultants, and other representatives.

11. Term & Termination.

11.1. <u>Term</u>. The term of this Agreement (the "<u>Term</u>") will commence on the Effective Date and continue for the period set forth in the Order or, if none, for one year. Thereafter, the Term will renew automatically, unless either party refuses such renewal by written notice of 1 month or more before the renewal date. Notices concerning termination need to be directed at: info@gobright.com Parties cannot terminate this Agreement prematurely during the Term.

11.2. *Termination for Cause*. The following events shall be deemed causes for termination (to be effective in 30 days after the termination notice has been sent):

(a) if Customer fails to pay any moneys due to Provider or Reseller pursuant hereto or to agreement with Reseller within the agreed and acceptable payment term;

(b) if a party commits any material breach, given by written notice specifying in detail the nature of the breach, in which the other party is set a term of at least 60 days to cure such breach.

11.3. <u>Effects of Termination</u>. Upon termination of this Agreement, Customer shall cease all use of the System and delete, destroy, or return all copies of the Documentation in its possession or control. The following provisions will survive termination or expiration of this Agreement: (a) any obligation of Customer to pay fees incurred before termination; (b) Articles and Sections 7 (*IP & Feedback*), 8.3 (*Warranty Disclaimers*), 9 (*Indemnification*), and 10 (*Limitation of liability*); and (c) any other provision of this Agreement that must survive to fulfill its essential purpose.

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12.MISCELLANEOUS.

12.1. <u>Other Reseller.</u> The parties must provide all necessary cooperation if another Reseller is appointed by the other party, when circumstances require to appoint another Reseller. The parties will follow the reasonable instructions for the contract takeover. If Customer reasonably prefers a certain company to be contracted as reseller, parties will hold consultations. Vendor will only refuse on reasonable grounds, for example concerning market strategy, (financial) reliability of the concerned party or refusal by this party to comply with Vendor's conditions.

12.2. <u>Independent Contractors</u>. The parties are independent contractors and shall so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf.

12.3. <u>Notices</u>. Vendor may send notices pursuant to this Agreement to Customer's email contact points provided by Customer, and such notices will be deemed received 72 hours after they are sent. Customer may send notices pursuant to this Agreement to info@gobright.com, and such notices will be deemed received 72 hours after they are sent. In addition, Customer is on notice and agrees that: (a) for claims of copyright infringement, the complaining party may contact qs@gobright.com; and (b) Vendor will terminate the accounts of subscribers who are repeat copyright infringers.

12.4. <u>Force Majeure</u>. No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control.

12.5. <u>Assignment & Successors</u>. Customer may not assign this Agreement or any of its rights or obligations hereunder without Vendor's express written consent. Except to the extent forbidden in this Section 12.5, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.

12.6. <u>Severability</u>. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

12.7. <u>No Waiver</u>. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

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12.8. <u>Choice of Law & Jurisdiction</u>: This Agreement and all claims arising out of or related to this Agreement will be governed solely by the laws of The Netherlands, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. The parties consent to the personal and exclusive jurisdiction of the courts of Rotterdam, The Netherlands. This Section 12.8 governs all claims arising out of or related to this Agreement, including without limitation tort claims.

12.9. <u>Conflicts</u>. In the event of any conflict between this Agreement and any Vendor policy posted online, including without limitation the AUP or DPA, the terms of this Agreement will govern.

12.10. <u>Entire Agreement</u>. This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications.

12.11. <u>Amendment</u>. Vendor may amend this Agreement, the DPA and/or the AUP from time to time by posting an amended version at its website and sending Customer written notice thereof. Such amendment will be deemed accepted and become effective 30 days after such notice (the "<u>Proposed Amendment Date</u>") unless Customer first gives Vendor written notice of rejection of the amendment. In the event of such rejection, this Agreement will continue under its original provisions, and the amendment will become effective at the start of Customer's next Term following the Proposed Amendment Date (unless Customer first terminates this Agreement pursuant to Article 11, *Term & Termination*). Customer's continued use of the Service following the effective date of an amendment will confirm Customer's consent thereto. This Agreement may not be amended in any other way except through a written agreement by authorized representatives of each party.

Appendix 1: Acceptable Use Policy

GoBright requires that all customers and other users of GoBright's cloud-based services and products (the "Service") conduct themselves with respect for themselves and others. This includes GoBright's Services, websites, apps and products. This accessing, using, downloading and/or installing GoBright's Services, websites, apps and products, you accept and agree to comply at all times with these requirements.

A. Unacceptable Use

GoBright believes that users will use products for normal business purposes only. To be transparent we describe the following examples of Unacceptable Use of the Service:

1) Abusive Behavior: It is not allowed to harass, threaten, or defame any person or entity. Do not contact any person who has requested no further contact. Do not use (ethnic or religious) slurs against any person or group.

2) Privacy: It is not allowed to violate the privacy rights of any person. Do not collect or disclose any personal address, social security number, or other personally identifiable information without each holder's written permission. Do not cooperate in or facilitate identity theft.

3) Intellectual Property: It is not allowed to infringe upon the copyrights, trademarks, trade secrets, or other intellectual property rights of any person or entity. Do not reproduce, publish, or disseminate software, audio recordings, video recordings, photographs, articles, or other works of authorship without the written permission of the copyright holder.

4) Prohibited data: You may not provide any of the following (in any format) to GoBright or upload any of the following (in any format) in accessing or using the Service:

   - any special personal information, for example: health information or biometric information;
   - any social security numbers or government identification numbers;
   - any bank or other financial data, credit or debit data, including but not limited to: credit report information, debit or credit or payment card information;

5) Hacking, Viruses, & Network Attacks: You must not access any computer or communications system without authorization, including the computers used to provide the Service. Do not attempt to penetrate or disable any security system. Do not intentionally distribute a computer virus, launch a denial of service attack, or in any other way attempt to interfere with the functioning of any computer, communications system, or website. Do not attempt to access or otherwise interfere with the accounts of other users of the Service.

6) Spam: Do not send bulk unsolicited e-mails ("Spam") or sell or market any product or service advertised by or connected with Spam. Do not facilitate or cooperate in the dissemination of Spam in any way.

7) Fraud: Do not issue fraudulent offers to sell or buy products, services, or investments. Do not mislead anyone about the details or nature of a commercial transaction. Do not commit fraud in any other way.

8) Violations of Law: Do not violate any criminal law.

B. Consequences of Violation

Violation of this Acceptable Use Policy (this "AUP") may lead to suspension or termination of the user's account or legal action. In addition, the user may be required to pay for the costs of investigation and remedial action related to AUP violations. Vendor reserves the right to take any other remedial action it sees fit.

C. Reporting Unacceptable Use

Vendor requests that anyone with information about a violation of this AUP report it via e-mail to the following address: support@gobright.com. Please provide the date and time (with time zone) of the violation and any identifying information regarding the violator, including e-mail or IP (Internet Protocol) address if available, as well as details of the violation.